



## **LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 13-002**

**For**

**Liquid Asphalt**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Liquid Asphalt**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked "**13-002 Liquid Asphalt**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in **blue** ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 12/27/2012 at 10:00 AM, in Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Department at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

## BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **4:00 PM** on **12/18/2012**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.**

## Prohibited Communication

**Contact with any representative, other than through the procedure outlined in the section titled "Bid [or Proposal] Inquiries", concerning this request is prohibited PRIOR TO BID [OR PROPOSAL] OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.**

**Any Offeror engaging in such prohibited communications prior to Bid [or Proposal] Opening may be disqualified at the sole discretion of St. Charles County.**

## **TERMS AND CONDITIONS**

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

### **Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## BID SPECIFICATIONS

### LIQUID ASPHALT

It is estimated the County will use approximately 10,000 gallons of material this year.

Each bidder shall supply a copy of the M.S.D.S. sheets for each item bid.

All Liquid Asphalt must meet the current standards as set out by the St. Charles County Standard Specifications for Arterial Highway Construction, 2006 Edition.

#### **Asphalt Cement Price Index Specification**

**1.0 Asphalt Cement Price Index** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. For clarity, we will use the November 2012 price for the St Charles County opening of December 27, 2012 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

**1.1** The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

**2.0 Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E) \times T$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid (November 2012)
- T = 1.04225 to account for Missouri State use tax

**3.0** The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec

108. In this case the “D” value used for the price adjustment will either be the last “D” value prior to the date that liquidated damage assessment began or the current monthly “D” value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months “D” value results in a deduction, then the current monthly “D” value will be used.

**4.0 Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Addendum form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

**ESTIMATE OF QUANTITIES:** The bidder's attention is called to the fact that the quantities of material to be furnished under these specifications are approximate and the right is reserved to increase or diminish any or all of the quantities listed in the proposal form or to omit any of them as may be necessary.

**INSPECTION:** All Asphaltic materials and work shall be subject to inspection at all times by the Highway Engineer, or his duly authorized representative, and no materials shall be delivered or accepted nor work performed without the proper authorization of the Highway Department. In order to assure the use of suitable materials, the Highway Engineer may, at any time, authorize the collection of samples of Asphaltic materials from any source he may direct and subject them to tests provided for in these specifications, by a testing laboratory, approved by him, for determination of their quality and fitness for work under this contract. The expense of such sampling and testing shall be borne by St. Charles County. The supplier shall afford such facilities as may be required for collecting samples.

All Asphaltic materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and no compensation shall be allowed for such rejected material.

Where laboratory tests of job site samples show the material to be defective, the Highway Engineer may require the supplier to prove that the remaining material in the tank that was the source of defective sample is suitable for use under this contract, or reject the entire storage supply.

All bids shall be in effect until new bids are let in 2014.

## Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**BID FORM**

**13-002**

**Liquid Asphalt**

**BID OPENING DATE: 12/27/2012 at 10:00 AM**

\_\_\_\_\_  
(Bidder name)

**Submits the following bid for this project:**

Location where material will be provided: \_\_\_\_\_

Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications:

Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications:

Liquid Asphalt PG 64-22:

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

MC CUTBACK ASPHALT: MC 30/70 MC 250/800

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

SS-1; SS-1H

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

CATONIC EMULSIFIED CRS-2:

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

EMULSIFIED ASPHALT EA-300

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

EA - 90, EA - 150:

FOB plant loaded in County distributor \$\_\_\_\_\_per gal.

All bids shall be in effect until new bids are let in 2014.

\_\_\_\_\_  
Authorized signature

Date \_\_\_\_\_



**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_